

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

| | | |
|-------------------------|---|--------------------------|
| IN RE | * | BKRTCY. NO. 19-06479 BKT |
| ADORNO MERCADO, SUJEILY | * | CHAPTER 13 |
| xxx-xx-0039 | * | |
| <u>DEBTOR</u> | | |

**NOTICE OF FILING OF CHAPTER 13 PLAN
AND CERTIFICATE OF SERVICE**

TO THE HONORABLE COURT:

COMES NOW, **SUJEILY ADORNO MERCADO**, the Debtor in the above captioned case, through the undersigned attorney and very respectfully states and prays as follows:

1. The Debtor is hereby submitting a Debtor's proposed *Amended Chapter 13 Plan*, dated February 05, 2020, herewith and attached to this motion.

2. The Chapter 13 Plan is amended as to **Part 3, Section 3.7, to delete the provision for Empresas Berrios since this creditor filed as an unsecured creditor, Claim No. 09, and to include a provision for a secured creditor Asoc Propietarios Praderas de Navarro, Claim No. 15-1, to be paid in full (100%),** in the above captioned case.

I CERTIFY, that on this same date a copy of this Notice was filed with the Clerk of the Court using the CM/ECF system which will send notice of same to the Chapter 13 Trustee, and all CM/ECF participants; I also certify that a copy of this notice was sent regular mail to the debtors and to all creditors and parties in interest appearing on the master address list (CM/ECF non-participants), hereby attached.

NOTICE

You are notified that within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.

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Notice of Chapter 13 Plan
Case no. 19-06479 BKT13

RESPECTFULLY SUBMITTED. In San Juan, Puerto Rico, this 05th day of February, 2020.

/s/Roberto Figueroa Carrasquillo
USDC #203614
RFIGUEROA CARRASQUILLO LAW OFFICE PSC
ATTORNEY FOR PETITIONER/DEBTOR
PO BOX 186 CAGUAS PR 00726
TEL NO 787-744-7699 FAX 787-746-5294
Email: rfc@rfigueroalaw.com

**UNITED STATES BANKRUPTCY COURT
District of Puerto Rico, San Juan Division**

In Re
ADORNO MERCADO, ZUJEILY

XXX-XX-0039

XXX-XX-

Puerto Rico Local Form G

Chapter 13 Plan dated 02/05/2020

Case No: **19-06479 BKT**

Chapter 13

☒ Check if this is a pre-confirmation amended plan.

☐ Check if this is a post confirmation amended plan

Proposed by:

☐ Debtor(s)

☐ Trustee

☐ Unsecured creditor(s)

☒ If this is an amended plan, list below the sections of the plan that have been changed.

3.7

PART 1 Notices

To Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. The headings contained in this plan are inserted for reference purposes only and shall not affect the meaning or interpretation of this plan.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you must file a timely proof of claim in order to be paid under this plan, unless ordered otherwise.

If a claim is withdrawn by a creditor or amended to an amount less than the amount already disbursed under the plan on account of such claim: (1) The trustee is authorized to discontinue any further disbursements to related claim; (2) The sum allocated towards the payment of such creditor's claim shall be disbursed by the trustee to Debtor's remaining creditors. (3) If such creditor has received monies from the trustee (Disbursed Payments), the creditor shall return funds received in excess of the related claim to the trustee for distribution to Debtor's remaining creditors. (4) If Debtor has proposed a plan that repays his or her creditors in full, funds received in excess of the related claim shall be returned to the Debtor.

The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

| | | | |
|-----|--|--|--|
| 1.1 | A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not included |
| 1.2 | Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4 | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not included |
| 1.3 | Nonstandard provisions, set out in Part 8 | <input checked="" type="checkbox"/> Included | <input type="checkbox"/> Not included |

PART 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

| PMT Amount | Period(s) | Period(s) Totals | Comments |
|------------|-----------|------------------|----------|
| 295.00 | 12 | 3,540.00 | |
| 395.00 | 48 | 18,960.00 | |
| Subtotals | 60 | 22,500.00 | |

Insert additional lines if needed

If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

2.2 Regular payments to the trustee will be made from future income in the following manner:

Check all that apply.

☐ Debtor(s) will make payments pursuant to a payroll deduction order.

☒ Debtor(s) will make payments directly to the trustee.

☐ Other (specify method of payment): _____

2.3 Income tax refunds:

Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will comply with 11 U.S.C. § 1325(b)(2). If the Debtor(s) need(s) to use all or a portion of such "Tax Refunds," Debtor(s) shall seek court authorization prior to any use thereof.

2.4 Additional payments:

Check one.

☒ None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

PART 3: Treatment of Secured Claims

3.1 Maintenance of payments and cure of default, if any.

Check one.

☐ None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

☒ The Debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the trustee or directly by the Debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated, pro-rated unless a specific amount is provided below. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. The final column includes only payments disbursed by the trustee rather than by the Debtor(s).

| Name of creditor | Collateral | Current installment payments (Including escrow) | Amount of Arrearage (If any) | Interest rate on arrearage (If any) | Monthly plan PMT on arrearage | Estimated total payments by trustee |
|------------------------|---|--|---------------------------------|--|-------------------------------|-------------------------------------|
| Equity Mortgage | URB PRADERAS DE NAVARRO 2-6 PLATA STREET, GURABO, PR 00778 | 883.00 | 3,534.18 | 0.00% | _____ | _____ |
| | | Disbursed by: | | Months | Starting on | |
| | | <input type="checkbox"/> Trustee | | | Plan Month | |
| | | <input checked="" type="checkbox"/> Debtor(s) | | | | |

Insert additional claims as needed.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

Check one.

☒ None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien Avoidance.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

3.6 Pre-confirmation adequate protection monthly payments ("APMP") to be paid by the trustee.

☐ Payments pursuant to 11 USC §1326(a)(1)(C):

| Name of secured creditor | \$ Amount of APMP | Comments |
|--------------------------|-------------------|----------|
| <u>None</u> | | |

Insert additional lines as needed.

Pre-confirmation adequate protection payments made through the plan by the trustee are subject to the corresponding statutory fee.

3.7 Other secured claims modifications.

Check one.

☐ **None.** If "None" is checked, the rest of § 3.7 need not be completed or reproduced.

☒ Secured claims listed below shall be modified pursuant to 11 U.S.C. § 1322(b)(2) and/or § 1322(c)(2). Upon confirmation, the trustee shall pay the allowed claim as expressly modified by this section, at the annual interest rate and monthly payments described below. Any listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated, pro-rated unless a specific amount is provided below. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If no monthly payment amount is listed below, distribution will be prorated according to plan section 7.2

| Name of creditor | Claim ID # | Claim amount | Modified interest rate | Modified term (Months) | Modified P&I | Property taxes (Escrow) | Property insurance (Escrow) | Total monthly payment | Estimated total PMTs by trustee |
|-----------------------------------|-----------------------|-------------------------------|------------------------|------------------------|--------------|-------------------------|-----------------------------|-----------------------|---------------------------------|
| <u>CASH</u> | | | | | | | | | |
| <u>MAX</u> | <u>Claim No. 5-1</u> | <u>\$9,635.00</u> | | | | | | | |
| | | [X] To be paid in full (100%) | | | | | | | |
| <u>Asoc Prop Praderas Navarro</u> | <u>Claim No. 15-1</u> | <u>\$1,019.80</u> | | | | | | | |
| | | [X] To be paid in full (100%) | | | | | | | |

Insert additional lines as needed.

PART 4: Treatment of Fees and Priority Claims

4.1 General

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees

Trustee's fees are governed by statute and may vary during the term of the plan, nevertheless are estimated for confirmation purposes to be 10 % of all plan payments received by the trustee during the plan term.

4.3 Attorney's fees

Check one.

☒ **Flat Fee:** Attorney for Debtor(s) elect to be compensated as a flat fee for their legal services, up to the plan confirmation, according to LBR 2016-1(f).

OR

☐ **Fee Application:** The attorneys' fees amount will be determined by the court, upon the approval of a detailed application for fees and expenses, filed not later than 14 days from the entry of the confirmation order.

| | |
|--|--------------------|
| Attorney's fees paid pre-petition: | \$ 232.00 |
| Balance of attorney's fees to be paid under this plan are estimated to be: | \$ 3,768.00 |
| If this is a post-confirmation amended plan, estimated attorney's fees: | \$ 0.00 |

4.4 Priority claims other than attorney's fees and those treated in §§ 4.5, 4.6.

Check one.

☐ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

☒ The Trustee shall pay in full all allowed claims entitled to priority under §507, §1322(a)(2), estimated in **\$601.85**

Name of priority creditor
Departamento de Hacienda

Estimate amount of claim to be paid
601.85

Insert additional lines as needed.

4.5 Domestic support obligations assigned or owed to a governmental unit and paid less than full amount.

Check one.

☒ **None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

4.6 Post confirmation property insurance coverage

Check one.

☒ **None.** If "None" is checked, the rest of § 4.6 need not be completed or reproduced.

PART 5: Treatment of Nonpriority Unsecured Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata. If more than one option is checked, the option providing the largest payment will be effective.

Check all that apply.

☐ The sum of \$ _____.

☐ _____% of the total amount of these claims, an estimated payment of \$ _____.

☒ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ If the estate of the Debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$ _____.

5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.

☒ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Other separately classified nonpriority unsecured claims.

Check one.

☒ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

PART 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Check one.

☐ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

☒ **Assumed items.** Current installment payments will be disbursed either by the trustee or directly by the Debtor(s), as specified below, subject to any contrary court order or rule. Arrearage payments will be disbursed by the trustee. The final column includes only payments disbursed by the trustee rather than by the Debtor(s).

| Name of creditor | Description of leased property or executory contract | Current installment payment | Amount of arrearage to be paid | Treatment of arrearage (Refer to other plan section if applicable) | Estimated total payments by trustee |
|---|---|-----------------------------|--------------------------------|--|-------------------------------------|
| <u>First Bank/Leasing</u> | <u>Car Lease: 2018 Honda Accord;</u> <u>\$485.00 per month; arrears \$1,500)</u> | <u>485.00</u> | <u>1,529.34</u> | | <u>0.00</u> |
| Disbursed by: | | | | | |
| <input type="checkbox"/> Trustee | | | | | |
| <input checked="" type="checkbox"/> Debtor(s) | | | | | |

Insert additional lines as needed.

PART 7: Vesting of Property of the Estate & Plan Distribution Order

7.1 Property of the estate will vest in the Debtor(s) upon

Check the applicable box:

☒ Plan confirmation.

☐ Entry of discharge.

☐ Other: _____

7.2 Plan distribution by the trustee will be in the following order:

(The numbers below reflect the order of distribution; the same number means prorated distribution among claims with the same number.)

1. Distribution on Adequate Protection Payments (Part 3, Section 3.6)
1. Distribution on Attorney's Fees (Part 4, Section 4.3)
1. Distribution on Secured Claims (Part 3, Section 3.1) – *Current contractual installment payments*
2. Distribution on Post Confirmation Property Insurance Coverage (Part 4, Section 4.6)
2. Distribution on Secured Claims (Part 3, Section 3.7)
2. Distribution on Secured Claims (Part 3, Section 3.1) – *Arrearage payments*
3. Distribution on Secured Claims (Part 3, Section 3.2)
3. Distribution on Secured Claims (Part 3, Section 3.3)
3. Distribution on Secured Claims (Part 3, Section 3.4)
3. Distribution on Unsecured Claims (Part 6, Section 6.1)
4. Distribution on Priority Claims (Part 4, Section 4.4)
5. Distribution on Priority Claims (Part 4, Section 4.5)
6. Distribution on Unsecured Claims (Part 5, Section 5.2)
6. Distribution on Unsecured Claims (Part 5, Section 5.3)
7. Distribution on General Unsecured claims (Part 5, Section 5.1)

Trustee's fees are disbursed before each of the distributions above described pursuant to 28 U.S.C. § 586(e)(2).

PART 8: Nonstandard Plan Provisions

8.1 Check "None" or list the nonstandard plan provisions

☐ **None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

Each paragraph below must be numbered and labeled in boldface type, and with a heading stating the general subject matter of the paragraph.

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.

8.2 This Section modifies LBF-G, Part 3: Retention of Lien:

The lien holder of any allowed secured claim, provided for by the Plan in its Part 3, will retain its lien according to the terms and conditions required by 11 USC 1325(a)(5)(B)(i)(I) & (II).

8.3 This section modifies LBF-G, Part 2, Section 2.3: Income Tax Refunds to be used to fund the plan:

Tax refunds will be devoted each year, as periodic payments, to fund the plan until the plan's completion. The tender of such payments shall deem the plan modified by such amount, increasing the base without the need of further Notice, Hearing or Court Order. If the Debtor(s) need(s) to use all or portion of such "Tax Refunds", Debtor(s) shall seek Court's authorization prior to any use of funds.

8.4 This Provision Supplements Part 6, Section 6.1 to reject a car lease Popular Auto Claim No. 6:

Upon the confirmation of this plan the unexpired car lease with Popular Auto Claim No. 6 is rejected. The Debtor consents to the lift of stay to allow Popular Auto to repossess and/or the Debtor to surrender the lease motor vehicle a 2017 Dodge RAM 1500. The Trustee will make no disbursements to Popular Auto, without prejudice of creditor filing a deficiency claim in order to receive pro-rata distribution by the Trustee as an unsecured claim.

Insert additional lines as needed.

PART 9: Signature(s)

/s/Roberto Figueroa-Carrasquillo

Date February 05, 2020

Signature of attorney of Debtor(s)

RFIGUEROA CARRASQUILLO LAW OFFICE PSC

Date

Date

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in Local Form G (LBF-G), other than any nonstandard provisions included in Part 8.

Label Matrix for local noticing
0104-3
Case 19-06479-BKT13
District of Puerto Rico
Old San Juan
Wed Feb 5 13:44:20 AST 2020

POPULAR AUTO LLC
PO BOX 366818
SAN JUAN, PR 00936-6818

Amex
PO Box 981537
El Paso, TX 79998-1537

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Citibank, N.A.
5800 S Corporate Pl
Sioux Falls, SD 57108-5027

DEPARTMENT OF TREASURY
BANKRUPTCY SECTION 424 B
PO BOX 9024140
SAN JUAN, PR 00902-4140

Doctor Center Hospital
1395 Ave San Rafael
Santurce, PR 00909-2518

Firstbank PR
PO Box 11856
San Juan, PR 00910-3856

Old Navy Visa/Synch
PO Box 960017
Orlando, FL 32896-0017

Popular Leasing
PO Box 362708
San Juan, PR 00936-2708

Asociacion Propietarios Praderas de Navarro
PO Box 361541
San Juan, PR 00936-1541

US Bankruptcy Court District of P.R.
Jose V Toledo Fed Bldg & US Courthouse
300 Recinto Sur Street, Room 109
San Juan, PR 00901-1964

Asoc de Prop de Praderas de Navarro
386 Zafiro Street
Gurabo, PR 00778-9057

Caribe Federal Credit Union
195 O Neill St
San Juan, PR 00918-2404

Claro
PO Box 360998
San Juan, PR 00936-0998

Departamento de Hacienda
PO Box 9024140
San Juan, PR 00902-4140

FIRST BANK
CONSUMER SERVICE CENTER
BANKRUPTCY DIVISION (CODE 248)
PO BOX 9146, SAN JUAN, PR 00908-0146

Firstbank Puerto Rico
PO Box 11856
San Juan, PR 00910-3856

POPULAR AUTO
BANKRUPTCY DEPARTMENT
PO BOX 366818
SAN JUAN PUERTO RICO 00936-6818

Popular Leasing
PO Box 70370
San Juan, PR 00936-8370

EMI EQUITY MORTGAGE INC
c/o WVS LAW LLC
17 MEXICO STREET
SUITE D-1
SAN JUAN, PR 00917-2202

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Autoridad de Energia Electrica
PO Box 363508
San Juan, PR 00936-3508

CashMax Title Loans
Consolidate Mall Ave Gautier Benitez
Caguas, PR 00725

Club by Wyndham
6277 Sea Harbor Dr
Orlando, FL 32821-8043

Dish Network
800 SW 39th/PO Box 9004
Renton, WA 98057-9004

First Bank/Leasing
PO Box 11852
San Juan, PR 00910-3852

(p)JEFFERSON CAPITAL SYSTEMS LLC
PO BOX 7999
SAINT CLOUD MN 56302-7999

PREPA - BANKRUPTCY OFFICE
PO BOX 364267
SAN JUAN PR 00936-4267

Sistema de Salud Menonita
Ave Luis Colon Santos Carr 173 Km 1.1
Cidra, PR 00739

Synch/Rooms to Go
C/o
PO Box 965036
Orlando, FL 32896-5036

Synch/Sams Club
PO Box 965005
Orlando, FL 32896-5005

Synch/empresas Berrios
C/o
PO Box 965036
Orlando, FL 32896-5036

Thd/Cbna
PO Box 6497
Sioux Falls, SD 57117-6497

ALEJANDRO OLIVERAS RIVERA
ALEJANDRO OLIVERAS CHAPTER 13 TRUS
PO BOX 9024062
SAN JUAN, PR 00902-4062

MONSITA LECAROS ARIBAS
OFFICE OF THE US TRUSTEE (UST)
OCHOA BUILDING
500 TANCA STREET SUITE 301
SAN JUAN, PR 00901

ROBERTO FIGUEROA CARRASQUILLO
PO BOX 186
CAGUAS, PR 00726-0186

ZUJEILY ADORNO MERCADO
PRADERAS DE NAVARRO BZN 325 PLATA ST
GURABO, PR 00778

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Bank of America
PO Box 982238
El Paso, TX 79998-2238

Jefferson Capital Systems LLC
Po Box 7999
Saint Cloud Mn 56302-9617

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)EMI EQUITY MORTGAGE INC
C/O WVS LAW LLC
17 MEXICO STREET SUITE D-1
SAN JUAN PR 00917-2202

| | |
|---------------------|----|
| End of Label Matrix | |
| Mailable recipients | 37 |
| Bypassed recipients | 1 |
| Total | 38 |